

## U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

## 1. Name of Registrant

FGH Holdings

## 2. Registration Number

5666

## 3. Primary Address of Registrant

1025 F Street, NW, 9th Floor, Washington, DC 20004

## 4. Name of Foreign Principal

Government of the Democratic Republic of the Congo

## 5. Address of Foreign Principal

Ministry of Finance  
Kinshasha  
CONGO, DEMOCRATIC REPUBLIC OF THE

## 6. Country/Region Represented

CONGO, DEMOCRATIC REPUBLIC OF THE

## 7. Indicate whether the foreign principal is one of the following:

☒ Government of a foreign country<sup>1</sup>☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) \_\_\_\_\_☐ Individual-State nationality \_\_\_\_\_

## 8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Ministry of Finance of the Democratic Republic of the Congo

b) Name and title of official with whom registrant engages

Nicolas Kazadi, Minister of Finance

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
  
- b) Aim, mission or objective of foreign political party

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10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| Supervised by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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11. Explain fully all items answered "Yes" in Item 10(b).

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

04/14/2022Joel Johnson/s/Joel Johnson

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

_____	_____	_____ <i>Joel Johnson</i> _____
_____	_____	_____
_____	_____	_____
_____	_____	_____



U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

FGH Holdings

2. Registration Number

5666

3. Name of Foreign Principal

Government of the Democratic Republic of the Congo

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 04/05/2022
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

FGH will act as an advisor to the Government of the Democratic Republic of the Congo on government affairs and communications matters, in order to advance the DRC's engagement with the U.S. Millennium Challenge Corporation (MCC) and other relevant organizations for the purpose of promoting the nation's development objectives.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

FGH's duties shall include government relations and strategic communications services, along with research, collateral development, and website-related services in support of these activities, to advance the DRC's engagement with the U.S. Millennium Challenge Corporation (MCC) and other relevant organizations for the purpose of promoting the nation's development objectives.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Some of the registrant's activities may include contact with U.S. Government officials, public relations efforts, and the dissemination of informational materials.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

04/14/2022

Joel Johnson

/s/Joel Johnson



**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

_____	_____	_____ <i>Joel Johnson</i> _____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SERVICE CONTRACT

CONTRAT DE PRESTATIONS DE SERVICE

BETWEEN

ENTRE

THE DEMOCRATIC REPUBLIC OF THE CONGO,  
represented by the Ministry of Finance  
Boulevard du 30 Juin  
Kinshasa - Gombe

LA RÉPUBLIQUE DÉMOCRATIQUE DU CONGO,  
représentée par le Ministre des Finances  
Ministère des Finances  
Boulevard du 30 Juin  
Kinshasa - Gombe

AND

ET

FINSBURY GLOVER HERING US LLC ("FGH"),

La Société FINSBURY GLOVER HERING US LLC  
(« FGH »)

114 5th Ave., 17th Floor  
New York, NY 10011

114 5th Avenue, 17th Floor  
New York, NY 10011

PREAMBLE

The Ministry of Finance is firmly committed to contributing to the materialization of the DRC Government's vision, which aims to combine actions resulting in the continued improvement of the judicial system's functioning and in the implementation and institutional monitoring of strict compliance with the legal and legislative texts in force protecting foreign direct investments on its national territory.

These efforts are aimed at improving the investment climate. This is how the Minister of Finance in the person of Mr. Nicolas KAZADI KADIMA-NZUJI intends to implement one of the pillars of the DRC Government's Program of Action (2021-2022), namely Pillar 7, Axis 35, *which has as its objective to:* Engage in improving the governance profile and business climate, in particular through the criteria defined in *Doing Business*, the *Millennium Challenge Corporation* (MCC) and the *G20 Compact*.

The objective of this component of the above-mentioned Program is to improve the business climate and promote entrepreneurship and the middle class. Concretely, the Minister of Finance aspires to deploy managerial measures for the **Monitoring and use of indicators for evaluating the business climate**, particularly regarding the MCC, in order to effectively embellish the brand image of the DRC on the international level, which will make it credible to bilateral and multilateral donors.

In addition, the Minister of Finance, as a natural person holding public authority, obtained a service proposal from FINSBURY GLOVER HERING US LLC ("FGH"), a firm established under American law based in Washington, DC, to accompany him in the achievement of the aforementioned performance objectives. Hence the conclusion of this Agreement.

PRÉAMBULE

Le Ministère des Finances s'engage fermement à contribuer à la matérialisation de la vision du Gouvernement de la RDC qui vise à conjuguer des actions aboutissant à l'amélioration continue du fonctionnement de l'appareil judiciaire et à la mise en place et au suivi institutionnel du strict respect des textes juridiques et législatifs en vigueur qui protègent les investissements directs étrangers sur son territoire national.

Ces initiatives visent à améliorer le climat d'investissement. C'est ainsi que le Ministre des Finances, en la personne de Monsieur Nicolas KAZADI KADIMA-NZUJI, entend mettre en œuvre l'un des piliers du Programme d'Action du Gouvernement de la RDC (2021 – 2022), à savoir le Pilier 7, *Axe 35, qui a comme objectif de :* S'engager à améliorer le profil de gouvernance et le climat des affaires, notamment à travers les critères définis dans *Doing Business*, le *Millennium Challenge Corporation* (MCC) et le *Compact* du G20.

L'objectif de ce volet du programme susmentionné est d'améliorer le climat des affaires et de promouvoir l'esprit d'entreprise et la classe moyenne. Concrètement, le Ministre des Finances ambitionne de déployer des mesures de pilotage pour le **Suivi et l'application des indicateurs d'appréciation du climat des affaires**, notamment en ce qui concerne la MCC, afin de redorer efficacement l'image de marque de la RDC sur le plan international, ce qui la rendra plus crédible auprès des bailleurs bilatéraux et multilatéraux.

Par ailleurs, le Ministre des Finances, en tant que personne physique dépositaire de la puissance publique, a obtenu une proposition de prestation de services du cabinet de droit américain **FINSBURY GLOVER HERING US LLC** (« FGH ») basé à Washington D.C. en vue de l'accompagner dans la réalisation des objectifs de performance susmentionnés. D'où la conclusion du présent Contrat.

**FROM THE FOREGOING, THE PARTIES HAVE AGREED AS FOLLOWS:**

**Article 1:** Finsbury Glover Hering US LLC (FGH) will represent the Democratic Republic of Congo (DRC) as a government affairs and communications consultant and the DRC will remunerate FGH for these consulting services.

**Article 2:** In the performance of its consulting duties, FGH shall devote such time and effort as may reasonably be requested by the DRC. FGH shall be available to meet with the DRC or its representatives on a regular basis.

**Article 3:** FGH's duties under this Contract shall include government relations and strategic communications services, along with research, collateral development, and website-related services in support of these activities, to advance the DRC's engagement with the U.S. Millennium Challenge Corporation (MCC) and other relevant organizations for the purpose of promoting the nation's development objectives.

**Article 4:** FGH's duties under this Contract shall commence upon signing of this Contract and continue for 12 months thereafter; *provided* that the parties may renew this Contract for an additional time period as may be later agreed.

**Article 5:** FGH, for the provision of its services, shall have the right to compensation according to the following terms:

- Government Relations & Communications Retainer. In exchange for the government relations and strategic communications services to be rendered under this Contract, the DRC shall pay FGH a USD \$75,000 per month (without taxes) non-refundable fee.
- Research Fees. In exchange for the research services to be rendered under this Contract, the DRC shall pay FGH a total fee of USD \$73,000 (without taxes).
- Documentation creation fees. In exchange for the document development and production services to

**COMPTE TENU DE CE QUI PRÉCÈDE, LES PARTIES ONT CONVENU DE CE QUI SUIT :**

**Article 1 :** la Société Finsbury Glover Hering US LLC (« FGH ») s'engage à représenter la République démocratique du Congo (« RDC ») en qualité de consultant en affaires gouvernementales et en communication et la RDC s'engage à rémunérer ces services de conseil.

**Article 2 :** Dans l'exercice de ses fonctions de conseil, FGH consacrera le temps et les efforts que la RDC pourra raisonnablement lui demander. FGH sera disponible pour rencontrer la RDC ou ses représentants de façon régulière.

**Article 3 :** Les obligations de FGH dans le cadre de ce Contrat comprendront les services de relations gouvernementales et de communication stratégique, ainsi que des services de recherche, de création de documentation annexe ainsi que des services liés au site Web à l'appui de ces activités, afin de promouvoir l'engagement de la RDC auprès de la Millennium Challenge Corporation (MCC) des États-Unis et d'autres organisations pertinentes dans le but de promouvoir les objectifs de développement du pays.

**Article 4 :** Les obligations de FGH en vertu du présent Contrat commenceront à la signature de celui-ci et se poursuivront pendant les 12 mois suivants, *étant entendu que* les parties pourront renouveler ledit Contrat pour une période supplémentaire, comme cela pourrait être convenu ultérieurement.

**Article 5 :** la Société FGH dans l'exécution de ses prestations aura droit aux honoraires payés suivant les modalités ci-après:

- Mandat de représentation en matière de relations gouvernementales et de communication. En contrepartie des services en matière de relations gouvernementales et de communication stratégique qui seront fournis en vertu du présent Contrat, la RDC versera à FGH des honoraires non remboursables de 75.000 USD par mois (hors Taxes) ;
- Honoraires de recherche. En contrepartie des services de recherche devant être fournis en vertu du présent Contrat, la RDC versera à FGH des honoraires s'élevant au total à 73.000 USD (hors Taxes) ;



be rendered under this Agreement, the DRC shall pay FGH up to USD \$30,000 (without taxes), as needed and as requested by the DRC.

- Website-related Fees. In return for the website-related services to be rendered under this Agreement, the DRC shall pay FGH a total fee of USD \$70,000 (without taxes).

**Article 6:** The DRC shall reimburse FGH for all pre-approved out-of-pocket expenses, such as: travel, meals, accommodations, conference calls, international wire fees, courier and shipping at cost as incurred, and any sales and use taxes related to those out-of-pocket expenses. Such pre-approved out-of-pocket expenses shall be accompanied by supporting documentation (e.g., receipts).

**Article 7:** FGH will submit invoices to the DRC for costs and expenses incurred under the terms of this Contract. Upon receipt of each invoice, payment will be made to FGH, after verification of applicable supporting documentation (e.g., receipts) by the DRC for pre-approved out-of-pocket expenses. All invoices shall be submitted electronically to the following e-mail address: cdiomi@finances.gouv.cd The fees listed under Article 5 shall be billed according to the following schedule and shall be paid within 15 (fifteen) business days of receipt:

Invoice Submission	Amount (without taxes)	Amount including tax
March 2022	USD \$321,900.00	USD \$374,302.00
August 2022	USD \$375,550.00	USD \$436,686.00
February 2023	USD \$375,550.00	USD \$436,686.00
<b>TOTAL</b>	<b>USD \$1,073,000.00</b>	<b>USD \$1,247,675.00</b>

**Article 8:** FGH shall treat information relating to the activities of the DRC in these matters ("Confidential Information") as private and confidential. Notwithstanding

- Honoraires de création de documentation. En contrepartie des services de conception et de production de documentation à fournir en vertu du présent Contrat, la RDC versera à FGH jusqu'à 30.000 USD (hors Taxes), selon les besoins et à la demande de la RDC;
- Honoraires liés au site Web. En contrepartie des services liés au site Web qui seront fournis en vertu du présent Contrat, la RDC versera à FGH une rémunération totale de 70.000 USD (hors Taxes).

**Article 6 :** La RDC remboursera à FGH toutes les menues dépenses préapprouvées, telles que les frais de déplacement, de repas, d'hébergement, de téléconférences, de virements internationaux, de messagerie et d'expédition, au prix coûtant, ainsi que toutes les taxes de vente et d'utilisation liées à ces menues dépenses. Ces dépenses préapprouvées doivent être accompagnées de pièces justificatives notamment les reçus.

**Article 7 :** FGH soumettra des factures à la RDC pour les frais et dépenses encourus en vertu des termes du présent Contrat. À la réception de chaque facture, la RDC règlera les frais remboursables préapprouvés à FGH, après vérification des pièces justificatives applicables, notamment les reçus. Toutes les factures doivent être soumises par voie électronique à l'adresse électronique suivante cdiomi@finances.gouv.cd. Les honoraires indiqués à l'article 5 seront facturés selon le calendrier suivant et devront être réglés dans les 30 (trente) jours ouvrables suivant leur réception.

Soumission de facture	Montant (Hors Taxes)	Montant TTC
Mars 2022	321.900.00 USD	374.302 USD
Août 2022	375.550.00 USD	436.686 USD
Février 2023	375.550.00 USD	436.686 USD
<b>TOTAL</b>	<b>1.073.000 USD</b>	<b>1.247.675 USD</b>

**Article 8 :** FGH considérera les informations relatives aux activités de la RDC dans ces domaines (« les Informations Confidentielles ») comme privées et confidentielles.



the foregoing, Confidential Information shall not include information that:

- is in the public domain,
- is required to be disclosed by law or legal process,
- was already known to FGH at the time of receipt from the DRC,
- is received from a third party not known by FGH to be under an obligation of confidentiality,
- is independently developed by FGH without use of the information received from the DRC.

**Article 9:** During and after the period of this Contract, FGH agrees not to disclose Confidential Information or documents containing Confidential Information provided to FGH in connection with this Contract to any person or entity except to affiliates, employees, agents, subcontractors and representatives who have a need-to-know or make any other use of that information other than to provide the services under this Contract unless asked to do so by the DRC.

**Article 10:** In the event of compulsory process or a court order compelling disclosure of information received from the DRC, FGH will give the DRC notice before making disclosure of non-public information required to be disclosed by law or legal process should such notice be permitted by law. Articles 8 through 10 shall survive the termination of this Contract.

**Article 11:** It is understood and agreed that the operations of FGH are those of an independent contractor, and that FGH has the authority to control and direct the performance of the details of the services to be rendered and performed. It is further agreed that FGH, its officers, and employees are not employees of the DRC, and FGH is not, except as herein provided, subject to control by the DRC.

**Article 12:** During the term of this Contract and for a period of one year after its termination, the DRC will not for its purposes or on behalf of any party or any of its affiliates, employ, take away or attempt to employ or take away any FGH employee which the DRC becomes aware

Nonobstant ce qui précède, les informations confidentielles ne comprennent pas les informations qui:

- Sont du domaine public,
- Doivent être divulguées en vertu de la loi ou d'une procédure judiciaire,
- Étaient déjà connues de FGH au moment où elles ont été reçues de la RDC,
- Sont reçues d'un tiers qui, à la connaissance de FGH, n'est pas soumis à une obligation de confidentialité,
- Sont élaborées indépendamment par FGH sans utiliser les informations reçues de la RDC.

**Article 9 :** Pendant et après la période de validité du présent Contrat, FGH s'engage à ne pas divulguer les informations confidentielles ou les documents contenant des informations confidentielles qui lui ont été fournis dans le cadre du présent Contrat à toute personne ou entité, à l'exception de ses affiliés, employés, agents, sous-traitants et représentants qui ont besoin de les connaître, et à ne pas utiliser ces informations à d'autres fins que la prestation des services prévus par le présent Contrat, sauf si la RDC le lui demande.

**Article 10 :** En cas de procédure judiciaire ou d'ordonnance d'un tribunal obligeant la divulgation d'informations reçues de la RDC, FGH notifiera la RDC avant de divulguer des informations non publiques devant être divulguées en vertu de la loi ou d'une procédure judiciaire, si un tel préavis est autorisé par la loi.

Les articles 8, 9 et 10, alinéa 1, survivront à la résiliation du présent Contrat.

**Article 11 :** Il est entendu et convenu que les activités de FGH sont celles d'un entrepreneur indépendant et que FGH a le pouvoir de contrôler et de diriger l'exécution des détails des services à rendre et à exécuter. Il est également convenu que FGH, ses dirigeants et ses employés ne sont pas des employés de la RDC et que FGH n'est pas, sauf dans les cas prévus aux présentes clauses, soumis au contrôle de la RDC.

**Article 12 :** Pendant la durée du présent Contrat et pour une période d'un an après sa résiliation, la RDC ne pourra, à ses propres fins ou pour le compte d'une partie ou de l'une de ses sociétés affiliées, employer, recruter ou tenter d'employer ou de recruter tout employé de FGH dont la RDC a pris



of because of such employee's provision of services under this Contract, unless the DRC has received the prior written approval of FGH. This article shall not apply to responses by any FGH employee to any advertising or other marketing by the DRC which is not directly targeted to FGH employees.

**Article 13:** Notwithstanding the terms of this Contract, either party may terminate this Contract upon 30 days written notice to the other, with no further obligation other than for the DRC to pay FGH such fees which would have accrued, and expenses incurred up to and through the 30-day notice period.

**Article 14:** It is understood that FGH may be required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act ("FARA"), on behalf of the DRC and thereafter will be required to file the reports required by FARA, detailing its lobbying activities on the DRC's behalf. It is further understood that FGH will comply with all Federal statutes, regulations and ethics rules, governing its activities on behalf of the DRC, with the United States Congress and Federal Executive Branch departments and agencies.

**Article 15:** Each party shall:

- comply with applicable laws, rules, and regulations of the DRC and/or United States of America or its States, Territories, or Possessions, or with any other jurisdiction in which it acts;
- shall not take any action, or fail to take any action, that would result in the other party violating any such law, rule, or regulation.

**Article 16:** It is the sole responsibility of the DRC:

- to review all deliverables provided hereunder to confirm the accuracy and legality of all descriptions, demonstrations and depictions of, and references to, the DRC's products and services, as well as descriptions, demonstrations and depictions of, and references to, the DRC's competitors and/or such competitors' products and services, and to ensure that any claims and representations in the

connaissance en raison de la prestation de services par cet employé en vertu du présent Contrat, à moins que la RDC n'ait reçu au préalable l'approbation écrite de FGH. Le présent article ne s'applique pas aux réponses d'un employé de FGH à toute publicité ou autre forme de marketing effectuée par la RDC qui ne s'adresse pas directement aux employés de FGH.

**Article 13 :** Nonobstant les dispositions du présent Contrat, l'une ou l'autre des parties peut résilier ce dernier moyennant un préavis écrit de 30 jours à l'autre partie, sans autre obligation que celle pour la RDC de régler à FGH les honoraires qui se seraient accumulés et les dépenses engagées jusqu'à la période de préavis de 30 jours.

**Article 14 :** Il est entendu que FGH peut être tenu de se faire enregistrer en vertu du Titre 22, Chapitre 11 du Code des États-Unis relatif à la Loi sur l'enregistrement des agents étrangers (« FARA »), au nom de la RDC et qu'il sera ensuite tenu de soumettre les rapports requis par la FARA détaillant ses activités de lobbying au nom de la RDC. Il est en outre entendu que FGH se conformera à toutes les lois, réglementations et règles d'éthique fédérales, régissant ses activités au nom de la RDC, auprès du Congrès des États-Unis et des départements et agences du pouvoir exécutif fédéral.

**Article 15 :** Chaque partie doit :

- Se conformer aux lois, règles et règlements applicables de la RDC et/ou des États-Unis d'Amérique ou de ses États, Territoires ou Possessions, ou de toute autre juridiction dans laquelle elle agit ;
- Ne prendre aucune mesure, ou omettre de prendre une quelconque mesure, qui aurait pour effet que l'autre partie viole une telle loi, règle ou règlement.

**Article 16 :** Il incombe exclusivement à la RDC:

- d'examiner tous les produits livrables fournis en vertu des présentes clauses afin de confirmer l'exactitude et la légalité de toutes les descriptions, démonstrations et représentations des produits et services de la RDC, des références à ces produits et services, ainsi que des descriptions, démonstrations et représentations des concurrents de la RDC et/ou des produits et services de ces concurrents, et de s'assurer que toutes les



deliverables, whether direct or implied, are true, accurate and supportable by objective and reliable information and data in its possession and are not deceptive,

- to comply with any laws, rules and regulations (and industry best practices) which apply to the DRC as a result of its activities within the DRC's industry and/or apply to the applicable product or service manufactured, developed or sold by the DRC or its affiliates (and review and verify that all deliverables provided hereunder comply with the foregoing),
- to procure at its sole cost and expense any and all rights necessary to use any content, data, information and/or other materials as may be provided by the DRC to FGH hereunder (including, without limitation, any third-party materials), together with any associated service marks, trademarks, logos, names, and distinctive identification.

**Article 17:** Any litigation arising from this Agreement shall be settled amicably. The parties renounce referral to arbitral or judicial jurisdictions.

**Article 18:** This Agreement has been executed in the English and French languages. Both versions shall be considered original versions of this Agreement, and both shall be valid for all matters relating to the meaning or interpretation of this Agreement. The parties represent and warrant that the English and French versions of this Agreement are consistent with each other.

déclarations et représentations contenues dans les produits livrables, qu'elles soient directes ou implicites, sont vraies, exactes et soutenues par des informations et des données objectives et fiables en sa possession et ne sont pas mensongères ;

- De se conformer aux lois, règles et règlements (et aux meilleures pratiques du secteur) qui s'appliquent en RDC en raison de ses activités au sein du secteur de la RDC et/ou qui s'appliquent au produit ou service applicable fabriqué, développé ou vendu par la RDC ou ses sociétés affiliées (et d'examiner et de vérifier que tous les livrables fournis en vertu des présentes sont conformes à ce qui précède) ;
- D'obtenir à ses seuls frais tous les droits nécessaires à l'utilisation du contenu, des données, des informations et/ou de toute autre documentation pouvant être fourni par la RDC à FGH en vertu des présentes clauses (y compris, mais sans s'y limiter, toute documentation de tiers), ainsi que de toutes les marques de service, marques commerciales, logos, noms et identifications).

**Article 17 :** Tout litige qui naîtra à l'occasion du présent Contrat sera réglé à l'amiable. Les parties renoncent à la saisine des juridictions arbitrales ou judiciaires.

**Article 18 :** Le présent Contrat a été conclu en langues française et anglaise. Les deux versions sont considérées comme des versions originales du présent Contrat, et ces deux versions sont valides pour toutes les questions relatives à la signification ou à l'interprétation du présent Contrat . Les parties déclarent et garantissent que les versions anglaise et française du présent Contrat sont conformes l'une à l'autre.

Signed (date) 04.05.2022

By:   
Michele Soho (for FGH)

For

Finshury Glover Hering US LLC (FGH)

Michele SOHO

Chief Operating Officer, North America

Contact info: [michele.soho@fgh.com](mailto:michele.soho@fgh.com)


Signé le 05 AVR 2022

Par: .....

Pour

La République Démocratique du Congo

Nicolas KAZADIKADIMA-NZUJI

  
Ministre des Finances

Adresse e-mail : [nkazadi@finances.gouv.cd](mailto:nkazadi@finances.gouv.cd)